



Order Filed on December 12, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

LOWENSTEIN SANDLER LLP

Kenneth A. Rosen, Esq.
Bruce Buechler, Esq.
Joseph J. DiPasquale, Esq.
Mary E. Seymour, Esq.
Jennifer B. Kimble, Esq.
Arielle B. Adler, Esq.
One Lowenstein Drive
Roseland, New Jersey 07068
(973) 597-2500 (Telephone)
(973) 597-2400 (Facsimile)

*Counsel to the Debtor and
Debtor-in-Possession*

In re:

HOLLISTER CONSTRUCTION SERVICES, LLC,¹

Debtor.

Chapter 11

Case No. 19-27439 (MBK)

**ORDER GRANTING SECOND OMNIBUS MOTION AUTHORIZING
THE DEBTOR TO REJECT THE REJECTED CONTRACT AND LEASES**

The relief set forth on the following pages, numbered two (2) through and including four (4), is hereby **ORDERED**.

DATED: December 12, 2019


Honorable Michael B. Kaplan
United States Bankruptcy Judge

Page: 2

Debtor: Hollister Construction Services, LLC

Case No.: 19-27439 (MBK)

Caption: Order Granting Second Omnibus Motion Authorizing the Debtor to Reject the Rejected Contract and Leases

THIS MATTER having come before the Court on the motion (the “Motion”)² of the above-captioned debtor and debtor-in-possession (the “Debtor”), seeking entry of an order pursuant to sections 105(a) and 365(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) and Rules 6004(h), 6006(a) and 6006(f) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing the Debtor to reject the Rejected Contract and Leases, as described in the Motion and on Exhibit A hereto, and related relief; and it appearing that the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey dated as of September 18, 2012 (Simandle, C.J.); and the Court having determined that the relief requested in the Motion is in the best interest of the Debtor, its estate, and its creditors; and it appearing that due and proper notice of the Motion has been provided and that no other or further notice need be provided; and upon the proceedings had before the Court; and good and sufficient cause appearing therefor, it is hereby

ORDERED, that:

1. The Motion is **GRANTED** as set forth herein.
2. The Rejected Contract and Leases are hereby rejected pursuant to Bankruptcy Code § 365(a) effective as of the dates set forth on Exhibit A to this Order.

² Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Motion.

Page: 3

Debtor: Hollister Construction Services, LLC

Case No.: 19-27439 (MBK)

Caption: Order Granting Second Omnibus Motion Authorizing the Debtor to Reject the Rejected Contract and Leases

3. Rejection Claims shall be filed by no later than **30 days after the date of entry of this Order**, *i.e.*, the Rejection Claims Deadline, at the following address:

Hollister Construction Services Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Claims may also be filed electronically at <https://cases.primeclerk.com/hcs/EPOCIndex>, but may not be delivered by facsimile, telecopy, electronic mail or other electronic transmission. The failure to file a Rejection Claim on or before the Rejection Claims Deadline shall forever bar any counterparty to any of the Rejected Contract and Leases from asserting a Rejection Claim against the Debtor or its estate or from recovering any distribution on account of any such claim.

4. The Debtor retains the right to object to, dispute, or assert setoffs or defenses against any filed Rejection Claim, including but not limited to challenging the nature, validity, liability, amount, or classification of any such claim.

5. This Court shall retain exclusive jurisdiction to hear and decide any and all disputes related to or arising from this Order.

6. The Debtor is authorized to execute, implement, deliver, and fully perform under any and all instruments and documents necessary, customary or appropriate to the performance of the obligations as contemplated by this Order.

7. Any stay of this Order is waived and this Order is effective immediately upon entry.

Exhibit A

Name and Mailing Address of Party to Contract or Lease	Description of Contract or Lease	Rejection Date
CS 134 W. 29th Street LLC 1350 Broadway, Suite 1010 New York, NY 10018	Sublicense agreement for office space located at 134 West 29 th Street, New York, NY 10001	December 31, 2019
Myrage, LLC c/o Atlantic Management 1271 Paterson Plank Road Secaucus, NJ 07094 Karen L. Thurston, Esq. Feinstein, Raiss, Kelin, Booker & Goldstein, LLC, counsel to Myrage, LLC c/o Atlantic Management 290 W. Mt. Pleasant Avenue, Suite 1340 Livingston, NJ 07039	Lease for office space located at 2 Jones Street, Jersey City, New Jersey 07306	November 30, 2019
Verizon P.O. Box 15124 Albany, NY 12212-5124	Contract for service (Acct. # 2122391004999746) at 134 West 29 th Street, New York, NY 10001	December 31, 2019